- Non-Appropriations Clause Our documentation includes a non-appropriations clause that allows Shelby County Government to terminate the lease in the event that its governing body does not appropriate funds to continue lease payments into a subsequent fiscal year.
- Early Buy-Out Option Our documentation includes an Early Buyout Option to insure that Shelby County Government retains flexibility in managing its finances as it deems appropriate. The early buy-out option can be exercised by remitting the "Prepayment Balance" shown for the desired termination date on the amortization schedule incorporated in each Payment Schedule.
- Technology Refreshment Option A Technology Refreshment option (TechRefresh) can be included in individual payment schedules. This option allows a customer to terminate a Lease Schedule early and waive all remaining payments under that Schedule provided that they refresh the equipment with then-current technology under a new Lease Schedule. For example, under a typical sixty month payment schedule the option to refresh would be scheduled at the fifty-fourth month. At that time the customer could elect to return the original equipment and waive the six remaining payments provided that they replace it with then-current technology under a new payment schedule. If upon reaching the fifty-fourth month they elect not to refresh the equipment they simply remit the six remaining payments as scheduled and then they would own that original equipment.
- Flexible Payment Terms We will be pleased to calculate payment schedules tailored to meet Shelby County Government's needs for each individual equipment acquisition. Examples of the ways in which we can provide flexibility in structuring payment schedules include the option to select payments due either monthly, quarterly, semi-annually or annually, or to request a skip-payment or step-payment structure. In a skip payment structure we initiate a funding yet "skip" payments for the first several months. In a step payment structure we initiate a funding yet "step up" the payments such that payments due during the first fiscal year are lower than those that will be due in future fiscal years (multiple steps are possible in a single financing).
- No Fees or Additional Charges We do not charge points, underwriting charges or up front fees for our services.

At Cisco Systems Capital we recognize that our local government customers have a multitude of equipment needs and services all competing for the same annual financial resources. This financing option would allow Shelby County Government to acquire the equipment and services it needs immediately, while spreading the payments for those items out over multiple years. Additional information regarding this option is available upon request.

CTI and Cisco Capital have calculated preliminary numbers based on the Core Hardware section of this response and the following "approximate" lease payments were generated.

- Approximately \$18,400.00 per month for 60 months
- OR
- 5 annual payments of approximately \$22,802.00 per year

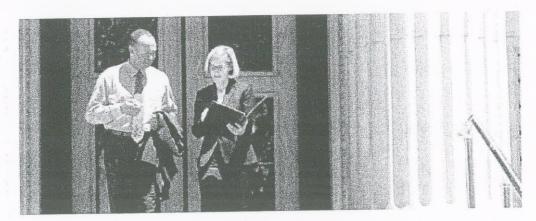
### B. CISCO CAPITAL - PUBLIC SECTOR FINANCING

CISCO. Capital

Think Smart. Think Capital

At-A-Glance

# Cisco Systems Capital® Public Sector Financing Program



governments and educational institutions, improve services and productivity. But due to limited budgets, many organizations find it difficult to fund new solutions and keep technology up to date. The Cisco Systems Capital® Public Sector Financing Programs help organizations acquire network solutions today, using currently available funds and future budget appropriations. By financing, governmental organizations can deploy and continually optimize Cisco Networks based on goals and needs without being limited by current budget availability.

Modern network tools can help public sector organizations, such as state and local

Transforming Organizations with Cisco Network Solutions

Today's schools, colleges and state and local governments must meet growing expectations from citizens and politicians, and must meet these expectations despite tight or shrinking budgets. Network solutions from Cisco Systems can help these organizations transform business processes and stretch limited resources.

Cisco networking solutions can help public sector organizations:

- Improve service to citizens and government partners
- Enhance employee productivity and communications
- Better meet mandates and regulations
- Maximize limited budgets
- Enforce the strongest security to protect sensitive information
- Implement a scalable, long-lasting technology foundation

#### Delivering Value

The Public Sector Financing Program from Cisco Capital helps schools and government agencies:

- Lower the total cost of ownership of Cisco network solutions
- Deploy state-of-the-art technologies when needed, despite budgetary constraints
- Structure payment schedules to use both currently available funds and anticipated future appropriations
- Enhance cash flow and conserve capital budget for other needed investments
- Take advantage of unique, below-market financing rates
- Quickly deploy technology with easy, standardized documentation
- Bundle all hardware, software, and services into a single financing arrangement with a single periodic payment

## Features of Cisco State and Local Government and Education Financing

For the Public Sector, Cisco Systems Capital® provides flexible financing options at competitive interest rates. Available products include:

- Tax Exempt Lease Purchase—Qualified public sector customers can finance acquisitions over a period of 12 to 60 months at low tax-exempt interest rates, using anticipated future appropriations as well as currently available funds. The program combines the benefits of ownership with a financing cost well below what is available to commercial businesses. At the end of the financing term, the equipment may be purchased for \$1.
- Technology Migration Option—Organizations can upgrade equipment six months prior to the end of the term with a pre-determined savings on the remaining payments. When this option is exercised, the organization executes a new financing agreement with similar terms for the replacement equipment. This program provides maximum flexibility to migrate to new technologies as they become available.
- Fair Market Value Lease (FMV)— Allows organizations to rent, rather than purchase, needed equipment. At the end of the rental term, they have options—they may purchase the equipment, continue renting the equipment, or return the equipment with no further obligation. With this program, Cisco Capital offers a low monthly payment while relieving organizations of the risk of technology obsolescence and the burden of end-of-life equipment disposal.
- Key to all of our financing products—
  - 1) Organizations retain the same technology protection as if network equipment were purchased for cash, since Cisco standard warranties are automatically included in all Cisco Capital agreements.
  - 2) All Cisco Capital Public Sector finance agreements include a standard nonappropriations clause, insuring that payments are considered a current expense of the organization and that the contracts comply with all applicable federal, state and local laws.

## **Empowering Your Organization with Cisco Capital**

Cisco Capital offers easy, flexible financing solutions for organizations of all sizes. With Cisco Capital, organizations can provide employees with the tools they need to be more productive, collaborative, and successful right now—without a large capital investment.

#### For More Information

To learn more about Cisco Capital public sector financing programs or to request a customized proposal for your project, please contact your local representative by dialing 800-730-4090 or by visiting us online at www.cisco.com/go/ciscocapital.

### 7.0 TERMS AND CONDITIONS

#### I. AGREEMENT

The Terms and Conditions defined herein supplement the corresponding Purchase Order, Quote, Statement of Work, Proposal or other written specification ("Specification") with respect to the purchase of Products and Services by Customer ("Customer") and govern all matters between Coleman Technologies, Inc. ("CTI") and the Customer with respect to this subject. The combination of the corresponding Specification and these Terms and Conditions shall define the complete "Agreement" between parties. In the event of any conflict, the terms and conditions defined in this document shall prevail. The term of this Agreement shall continue from date of submission of the Specification by CTI until Customer has made payment for all corresponding Products and Services.

#### II. PURCHASE AND PAYMENT

When Customer has requested CTI to procure products or provide services, whether by oral, telephonic, electronic, written or other means, then Customer's acceptance of (i) any products delivered; or (ii) any services performed constitutes agreement by Customer to make full payment for any invoices presented for these products or services in accordance with the payment terms defined on the corresponding Specification (in the absence of such terms, terms are NET20). Refurbished equipment orders are non-cancelable, require a non-refundable deposit of 25% at time of order placement with balance due upon shipment. CTI reserves the right to invoice Customer upon and for each service rendered or product delivered, but no less frequently than monthly. Customer cannot refuse to make payment for partial delivery of services or products. Customer shall pay all charges on terms established by CTI including reasonable charges for shipping, handling and insurance on any products delivered.

If Customer fails to pay an invoice when due per the stated payment terms, Customer shall pay interest of 1.5% per month on the outstanding amount from the due date until the payment date. If CTI undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including specifically all reasonable legal or collection agency fees. If Customer is in arrears on any invoice, CTI may, on giving notice, apply any deposit thereto and withhold or cancel further performance of services or delivery of products until all arrearages are brought current.

Written notice of any disputed charge must be received by CTI within 20 days of the date of issuance of the invoice in question or Customer forfeits the right to dispute the charge. This notice must include the invoice number in dispute, the items and amounts disputed and a complete description of the basis for Customer withholding payment. Notice of any disputed charge does not release Customer from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, CTI will issue a credit memo or Customer will pay the total amount outstanding referenced by the dispute. Any disputed charge resolved in CTI's favor shall be liable to accrue late payment fees based on the terms of purchase.

#### III. RETURNS

Due to Manufacturers' restrictions, CTI reserves the right to refuse a product for return. Certain items such as software, special orders including distribution orders, refurbished equipment, and discontinued products are sold "as is" and cannot be returned. Returns, if possible, are subject to current manufacturer's policies and require a Return Merchandise Authorization (RMA) number in advance of the return. Returns without an RMA will be refused. COD shipments will be refused. If a returned product is not defective, CTI reserves the right to assess a 10% restocking charge. Final acceptance of the return is conditional upon receipt of the product in "like new" condition with all parts, packing materials, seals and documentation intact. CTI reserves the right to refuse a return which is not in "like new" condition.

#### IV. TAXES

All sales, use, excise, value added, or personal property taxes; tariffs or import fees; and other governmental charges shall be paid by Customer and are Customer's responsibility except as expressly limited by law. A valid Tax Exemption Certificate must support exception to this provision and be on file with CTI. Customer holds CTI harmless from paying such taxes and charges on Customer's behalf.

#### V. SECURITY INTEREST AND SELLERS OPTION

Customer hereby grants to CTI a security interest in any and all products purchased by Customer from CTI to secure all obligations of Customer to CTI, including but not limited to any obligation of payment. The security interest granted to CTI shall also cover all property of the same character as that covered by this security agreement that the Customer may later acquire at any time until the termination of this security agreement. Customer agrees that in the event of default in any payment and failure to cure same within a reasonable time, CTI shall have, in addition to its rights under the law, the right to repossess such goods without further operation of law and without notice to Customer. Customer further agrees to execute any additional documents necessary to perfect or continue the security interest created by this agreement.

CTI may, at its sole option, withhold delivery of all or any part of any order or cancel the order if at any time Customer's account with CTI is in arrears. If at any time, Customer is in arrears on account, CTI may then cancel this Agreement and seek redress for damages, including lost profits, offsetting any deposit there against, and further recover its costs including reasonable attorney and/or collection fees.

#### VI. WARRANTY AND LIABILITY

With respect to Services performed by CTI, CTI warrants to Customer, that the Services rendered shall be performed in a skillful and professional manner commensurate with the requirements of this effort. Customer shall notify CTI in writing within thirty (30) days after completion of the services in question when any of the services fail to conform to the standard of care set forth in this Agreement. The passage of the thirty (30) day period after completion of the services without the notification described herein shall constitute Customer's final acceptance of the Services. In the event that any of CTI's obligations hereunder is interfered with by reason of any circumstances beyond the reasonable control of CTI, including without limitation, acts of war, terrorism, civil disobedience, severe weather or other acts of God, failures of suppliers to deliver equipment; then CTI's sole obligation to perform services and/or provide products shall be on a best effort basis irrespective of any other written or verbal commitment to the contrary.

With respect to particular products manufactured or supplied by third parties to CTI for resale to Customer, CTI makes no warranties of any kind in addition to or exceeding the warranty supplied or offered by the respective manufacturer or supplier, which shall be transferred or assigned to Customer, and Customer's recovery is limited to recovery against such manufacturer or supplier for breach of any applicable warranties of manufacturer or supplier. In the event of a claim by Customer for breach of product warranty, CTI must follow the warranty policy established by the manufacturer. This policy may require return of the warranted item to the manufacturer for repair. At Customer's request, CTI agrees to take all actions reasonably necessary or appropriate to secure Customer's rights and to protect its interests under such third party warranties. Work performed by CTI, not covered by product warranty, will be billed to Customer at the applicable labor rates

With respect to products manufactured by CTI, Customer is referred to the specific warranty documentation associated with that product. In the absence of such specific warranty, CTI warrants that products shall be free from defects in workmanship and materials for a period of 90 days from the date the Customer purchased the product. Products failing to meet these conditions shall be repaired or replaced by CTI, at CTI's sole discretion (see Section III for return information).

With respect to software, CTI warrants that software will perform substantially according to specifications, however, specifically does not warrant that software will be free from defects. In addition, due to the continual development of new techniques for intruding upon and attacking networks, software or any equipment, system or network on which the software is NOT warrantied to be free of vulnerability to intrusion or attack.

The warranty provided by CTI is specifically limited as described herein. No other warranty, expressed or implied, including but not limited to merchantability or fitness for a particular purpose, is made and none shall be imputed or presumed.

In no event shall CTI be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the provision of or failure to provide Services, even if CTI has been advised of the possibility of such damages. The entire liability of CTI and Customer's exclusive remedy for all of the foregoing shall be limited to the total value of this Agreement. These limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

#### VII. OTHER TERMS

The parties are and shall be independent entities and nothing in this agreement shall be deemed to cause the creation of an agency, partnership, or joint venture between the parties. No party may assign its rights or obligations under this Agreement without prior written consent of the other party.

Customer agrees that it will not hire, solicit for hire, or retain the services of other party's employees (whether or not they were engaged in providing support or services under this Agreement) during the term of the Agreement and for a period of six (6) months thereafter without prior written agreement of both parties.

Each party agrees that they will keep confidential the terms and conditions of this Agreement provided along with all information and data specifically identified as confidential or proprietary for the term of this Agreement and for a period of six (6) months thereafter.

Any dispute arising from this service shall be governed and ruled by the laws of the State of Florida, County of Orange.

This Agreement constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions, and communications written or oral and may only be amended in writing by authorized representatives of both parties. If any provision of these terms and conditions is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

The provisions of this Agreement that under a commercially reasonable interpretation reveals that the parties likely would have such provisions survive termination or expiration of this Agreement shall survive to the extent necessary to fulfill the purpose of such provision. This specifically includes any obligation of Customer to make payments, maintain the confidentiality of the Agreement, and refrain from hiring or soliciting to hire employees.

# Appendix A: CHANGE REQUEST FORM

Requestor				
Name	Project / Task affected	ct / Task affected  extension of other WBS element affected		
Email Address	Subsystem or other WBS ed			
Phone	Date Requested	Date Required By		
Proposed Change				
Description of change and references. Provide sufficient technical detail to	understand the change, rat	her than implement the change.		
Rationale				
Provide both reason for change and a description of the effect of NOT	making the proposed char	age in terms of functionality, performance,		
supportability, and security.				
Alternatives				
Identify any alternatives associated with the change and why those alternative	tives are not recommended.			
Impact of Change				
Impact of the proposed change to project elements (cost, schedule, deliver				
Change affects:   Function/Features   Performance/scalability   Sup	portability  Security	Cost Schedule Deliverables		
Authorization				
Pursuant to the Statement of Work between CTI and Customer in effect	t at the time of this change	request and in accordance with the change		
management procedures identified therein, parties certify by signature		itive, that the above change request will be		
incorporated into the existing SOW or Implementation Plan as appropriate	3.			
Change Review Board – Approval	Date			
CTI Signature -Authorization to Proceed	Date			
Customer Signature -Authorization to Proceed and Acceptance of Impa	act Date			



# Appendix B: ACCEPTANCE CERTIFICATE AND PROJECT SIGNOFF

SOW ID: CTI018-070416

Customer Information	CTI Job ID:
Company Name	Project / Task Name
	G N
Address	Customer Name
City, State and Zip	Phone/Fax Authorizing PO / CLIN
Acceptance Conditions	
Customer agrees that the following conditions de	fine the complete set of acceptance criteria associated with this
effort. Customer agrees that all conditions have be	een met with the possible exception of the identified minor action and complete billing for the effort, and agrees to make timely
payment of all outstanding invoices.	and complete outing ter an energy and
Project is complete Customer approv	ved milestone is complete
· · · · · · · · · · · · · · · · · · ·	
<b>Outstanding Action Items</b>	
CTI agrees to provide a good faith effort in resolvi	ing any minor action items associated with this effort as identified
herein. Action items must not have a material effective	ct on the outcome or this effort.
Ongoing Support Requirements of	r Warranty
Unless otherwise specified berein CTI makes the	o warranty for the product or services offered and CTI has no
primary support obligations with respect to any	y services or product provided. Products may be covered by
manufacturer's warranty. Ongoing support contra	acts, in any, may be referenced here but are governed by separate
contractual agreements from the associated project	
	,
Acceptance	ate and convices associated with this project have been completely
	ets and services associated with this project have been completely
cti Signature – Notification of Complete	ion Date
Customer Signature – Final Acceptance	Date

cti

### SHELBY COUNTY GOVERNMENT OFFICE OF EQUAL OPPORTUNITY COMPLIANCE CONTRACT COMPLIANCE ELIGIBILITY CERTIFICATE

Friday, June 22, 2007

Company

COLEMAN TECHNOLOGIES, INC. (MPHS. DIV.)

60 GERMANTOWN COURT, SUITE 112

MEMPHIS, TN 38018

Total Number of Employees: 7

Company Type:

Vendor Service

Pursuant to section 7(c) and 7(g) of the Shelby County Restructure Act of 1974, and Resolution #17, October 20, 1986 of the Board of Commissioners, the statistics submitted by this firm have been reviewed and determined:

to be in compliance with the standards set forth in Resolution #17 and therefore is eligible to submit bids for contracts with Shelby County Government. The following Contract Compliance Eligibility number has been issued, which must be displayed on the outside of each bid envelope. The first four digits indicate expiration date of this number (MMYY), after which a review will be required.

EOC Number:

EOC-VS-0408-11002

Expiration Date: Wednesday, April 30, 2008

MANathins

Carolyn Watkins, Administrator Office of Equal Opportunity Compliance

CTI181-080311

# Appendix D: CERTIFICATE OF LIABILITY INSURANCE

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ait	Land FL 32794-5255						
Phone: 407-691-9600			INSURERS AFFORDING COVERAGE				
NSURED		INSLEER A E	INSLRERA Federal Insurance Co. (Chubb)				
			INSLRER B	reat Morthorn Ins.	Co. (Chubb)	20303	
Coleman Technologies, Inc. 20 N Orange Ave., Suite 300 Orlando FL 32801		INSURER C:	INSLIRER C:				
		INSURER D:	INSURER D:				
Orlando FL 32801			INSURER E:	INSURER E:			
OVER	RAGES						
ANY RE	CLICIES OF INSURANCE LISTED BELOW HAVE BOUIREMENT, TERM OR CONDITION OF ANY CO BOTAIN, THE INSURANCE AFFORDED BY THE F ES AGGREGATE LIMITS SHOWN MAY HAVE BI	INTRACT OR OTHER DOCUMENT WITH POLICIES DESCRIBED HEREIN IS SUBJ	DIABOVE FOR THE POLICY RESPECT TO WHICH THIS C ECT TO ALL THE TERMS, EX	CLUSIONS AND COND	TIWITE LAYUNG SSLED OR TIONS OF SUCH		
SR MUU	PLI	FOLICY NUMBER	DATE (MM/DD/YY)	DATE (MANUDAYY)	LIMITS		
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A	X COMMERCIAL GENERAL LIABILITY	3586-61-14	05/01/07	05/01/08	PREMISES (Ea occurance)	\$1000000	
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	- Company Cal				PERSONAL & ADV INLIGHY	\$ 1000000	
			}	10	GENERAL AGGREGATE	\$ 2000000	
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CFF1	FICERMEMBER EXCLUDED?				E.L. DISEASE - POLICY LIMIT	\$ 1000000	
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O.	THER			05/00/00	Modbo FCO	3000000	
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AE	mployeeDishonesty	8208-3361	05/01/07	05/01/08	Crime	500000	
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		COLE	TEC STOOLD ANT C	THE ISSUARCE MISSION	ER WILL ENDEAVOR TO MAIL	10 * DAYS WRIT	
Coleman Technologies, Inc. OFFICE COPY FOR INFORMATIONAL PURPOSES ONLY 20 N Orange Ave., Suite 300 Orlando FL 32801			DATE THEREOF	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL $10*$ days writh notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or			
			NOTICE TO THE				
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# Joseph Goforth Engineering Lead

Summary Overview

Engineering Lead with 9 years of experience in Data Center solutions, Cisco IP Telephony, and LAN/WAN design and implementation. I have managed, designed, and implemented IP networks for two separate Enterprise Data Center relocations. Other experience includes installing Unified Communications Business Edition for a school system, and replacing an Enterprise legacy private ATM backbone with Ethernet WAN connectivity.

## Relevant Experience

Harrah's Entertainment - Network Engineer

- Data Center relocation
- Over 600 network devices, including over 1500 network connections
- Responsibilities included project management, staff augmentation, network design, network configuration, and authoring a network standards document for the corporation

Power & Telephone - Lead Engineer

- Cisco IPT design and implementation, including complete network overhaul, including wireless and
- 120+ IP handsets and analog connections deployed
- Unity unified messaging integration with Exchange

Briarcrest Christian Schools - Lead Engineer

- Centralized Cisco IPT design and implementation of Cisco Unified Communications Manager Business
- 100+ IP handsets and analog connections deployed across 3 sites including SRST
- Replaced routing and switching infrastructure at all sites
- Installed and configured firewalls (Cisco ASA's)

Shelby County Government

- Completed a Voice Readiness Assessment
- Documented network and provided recommendations for standards and best practices

FedEx

- Designed and implemented network architecture for primary and D/R data centers for over 5000 servers
- Designed WAN upgrades from legacy ATM network to native Ethernet connectivity for regional call centers, data centers, and technology centers across the U.S.

Work History

- 2006 Present Coleman Technologies, Inc. Engineering Lead Senior Network Engineer 2001 - 2006FedEx Services
- 1998 2001Network Engineer AT&T

Education and Awards

Bachelor of Science in Electrical Engineering, Christian Brothers University, 2000

Skills & Certifications

Cisco Certified Network Associate (CCNA), 1999, 2006

## Vince Mashburn Senior Engineer

Summary Overview

Senior Cisco data and voice engineer with seven years of industry experience responsible for all aspects of Cisco voice and data design. This includes but is not limited to IPv4 and IPv6 routing; implementing and troubleshooting all IGP and EGP protocols, MPLS, QoS, Multicast Routing, transparent switching and bridging, CallManager and CallManger Express, IPCC Express, Unity, Voice Gateways and Gatekeepers, Presence, SRST, AAR, Fax over IP, securing networks with Cisco IOS firewalls, securing networks with Cisco ASA, and VPN configuration and troubleshooting with ASA.

# Relevant Experience

Harrah's Core Upgrade

Routing and Switching

• Upgrade 6500's to SUP-720's from SUP-1's

Ensure compatibility with current setup.

NYK Logistics IPCC Express Cutover

Moved call center environment off of Unity on to IPCC

Developed and recorded IVR scripts for IPCC Express

Developed and deployed IPCC Express scripts

### ACH Foods AVPN Cutover

 Moved MPLS Voice / Data converged network over to AT&T VPN Voice / Data converged network.

 Designed and configured BGP to peer and advertise / receive routes from remote sites via the AVPN

 Configured BGP route redundancy and failover to a backup ACH internal router. Routes were preferred inbound via

Local Preference and outbound via AS-Path prepending.

 Mutually redistributed BGP into EIGRP at both Primary and Backup BGP routers at the core. Used tags to control EIGRP route loops and communities to control BGP route

 Designed and configured a QoS policy to give preference to voice and other latency-sensitive data applications that they are running.

## Blount Memorial Hospital

 Configured IDSM-2 module in their core 6500 per the Hospital security policies.

• Trained network administration staff on how to view events using the Cisco IPS Event Viewer (IEV)

Briarcrest Christian School

Assisted in the installation, Configuration and cutover from

